Rider C - Dedicated Services

ervice Identifier: Dedicated Services escription

View Product

NOTE:

Individual Case Basis (ICB) pricing option is available for the following services under this Rider:

- · Gigabit Ethernet Metropolitan Area Network (GigaMAN)
- · Multi-service Optical Network (MON) Service

See Contract Language - Appendix A, Rider A - Special Provisions - Section 21.

he pricing includes the following elements: planning, applicable design, engineering, testing, installation and training, here applicable.

nalog Services:

Feature Name	USOC(s)	Unit Non -Recurring	Unit Recurring	Change Charges
Alarm Service- DC, tomer Specified	ALG++	No Charge	No Charge	No Charge
Alarm Service-	ALA++	No Charge	No Charge	No Charge
DC, Pacific Bell Specified				
Alarm Service	AL8++	No Charge	No Charge	No Charge
DC, Customer Specified				
Alarm Service-	ALV++	No Charge	No Charge	No Charge
DC, Pacific Bell Specified				
Metering Service-Pacific Bell Specified	ZFVB+	No Charge	No Charge	No Charge
Channel Termination Alarm/Metering Service	ZEVB+	No Charge	No Charge No Charge	
Channel Termination Alarm/Metering Service	T6E2X	\$565.13 1st termination per order.	\$31.67	Change within sar see Building Wire
		\$497.81 each additional same order.		Non-recurring app change to new add
Channel Termination	T6E4X	\$565.13 1st termination per	\$40.20	Change within sar
ths://ehiznet.shc.com/calnetinfo//	" DidarC/Data/aa/	CDED Admin be-		11

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Alarm/Metering Service		order.		see Building Wire
		\$497.81 each additional same order.		Non-recurring appointment of the change to new additional contents of the change to the change of th
Channel Termination Alarm/Metering Service	T6E2D	\$565.13 1st termination per order.	\$31.67	Change within sa see Building Wire
		\$497.81 each additional same order.		Non-recurring appointment of the change to new additional contents of the change to new additional contents of the change of the
Channel Termination Alarm/Metering Service	T6E4D	\$565.13 1st termination per order.	\$40.20	Change within sau see Building Wire
		\$497.81 each additional same order.		Non-recurring appointment of the change to new add
Fixed Mileage Alarm/ Metering Service	115XX	No Charge	\$23.71	No Charge
Variable Mileage Alarm/Metering Service	115XX	No Charge \$2.06		No Charge
Alarm Bridging	CNLRX	\$35.00 1st Bridge per order.	\$4.76 per	\$35.00 Change
· ·		\$81.00 each additional per order.	circuit leg.	Addition of 3rd le redesign of circuit recurring circuit c applies.
Passive Bridging	BCNTP	\$35.00 1st Bridge per order.	\$4.76 per circuit leg.	\$35.00
		\$81.00 each additional per order.	chedit leg.	
Data Transport	ZFVA+	No Charge	No Charge	No Charge
Data Transport	ZEVA+	No Charge	No Charge	No Charge
Channel Termination Data Transport Service	T6E2X	\$565.13 1st termination per order.	\$31.67	Change within sar see Building Wire
		\$497.81 each additional same order.		Non-recurring appoint change to new add
Channel Termination Data Transport Service	T6E4X	\$565.13 1st termination per order.	\$40.20	Change within sat see Building Wire
		\$497.81 each additional same order.		Non-recurring app change to new add
Fixed Mileage Data	115XX	No Charge	\$23.71	No Charge
•	#	Harris de la companya della companya della companya de la companya de la companya della companya		[

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Transport Service				
Variable Mileage Data Tusport Service	115XX	No Charge	\$2.06	No Charge
Data Bridging	BCND+	\$35.00 1st Bridge per order. \$81.00 each additional per order.	\$4.76 per circuit leg.	\$35.00 Change Addition of 3rd leadesign of circuit capplies.
Central Office Multiplexing	MQX	No Charge	\$77.49	\$40.00
C type Conditioning	P2W P3H P4G	\$123.98	\$31.39	Requires circuit r Circuit non-recur applies.
Data Enhancement	QHA	\$650.00	No Charge	\$650.00
Off Premise Service	ZEV2+	No Charge	No Charge No Charge	
Channel Termination Off Premise Service	T6E2X	\$565.13 1st termination per order. \$497.81 each additional same order.		Change within sa see Building Wire Non-recurring ap change to new ad
Channel Termination Off Premise Service	T6E4X	\$565.13 1st termination per order. \$497.81 each additional same order.	\$40.20	Change within sa see Building Win Non-recurring ap change to new ad
Fixed Mileage Off Premise Service	115XX	No Charge	\$23.71	No Charge
Variable Mileage Off Premise Service	115XX	No Charge	\$2.06	No Charge
Tie Line Service	ZEV7+	No Charge	No Charge	No Charge
Channel Termination Tie Line Service	T6E2X	\$565.13 1st termination per order. \$497.81 each additional	\$31.67	Change within sa see Building Wire Non-recurring ap
Channel Termination Tie Line Service	T6E4X	\$565.13 1st termination per order.	\$40.20	Change to new ad Change within sa see Building Wire
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ADNI				
Feature Name	USOC(s)	Unit Non -Recurring	Unit Recurring	Change Charges
S0:				
Expedite Option		\$400.00	No Charge	No Charge
Inter LATA Service		See Data Services Extended Dedicated Services Rider C	See Data Services Extended Dedicated Services Rider C	See Data Services Dedicated Service
able Mileage FCI Service	115XX	No Charge	\$2.06	No Charge
Fixed Mileage FCI Service	115XX	No Charge	\$23.71	No Charge
Sel vice		\$497.81 each additional same order.		Non-recurring appropriate change to new add
Channel Termination FCI Service	T6E4X	\$565.13 1st termination per order.	\$40.20	Change within sar
		\$497.81 each additional same order.		Non-recurring appropriate change to new add
Channel Termination FCI Service	T6E2X	\$565.13 1st termination per order.	\$31.67	Change within sar see Building Wire
Forward Call Information (FCI)	FCVM+	No Charge	No Charge	No Charge
Variable Mileage Tie Line Service	115XX	No Charge	\$2.06	No Charge
F vd Mileage Tie Line vice	115XX	No Charge	\$23.71	No Charge
	<i>I</i>	\$497.81 each additional same order.		Non-recurring appropriate to new add
rvice Identifier: Dedicated Servi	ces			Page 4 of 12

Feature Name	USOC(s)	Unit Non -Recurring	Unit Recurring	Change Charges
ADN	VANAT	No Charge	No Charge	No Charge
Subscriber Access Line	VAN++	\$678.00 1st termination per order. \$574.00 each additional termination per order.	\$39.85	Change within sar see Building Wire Non-recurring app change to new add
Fixed Mileage	1L5XX	No Charge	\$3.00	No Charge

ervice Identifier: Dedicated Service			Page 5 of 1.	
Variable Mileage	1L5XX	No Charge	\$1.00	No Charge
Central Office Bridging Cability	DFOBR	No Charge	\$5.50	Requires circuit re Circuit non-recurr applies.
Customer Network Reconfiguration	DFOCO	No Charge	\$2.40	Requires circuit re Circuit non-recurr for 1 subscriber ac applies.
Customer Network Reconfiguration Port Access	DFOPP DFODP	\$409.00	\$8.40	No Charge
ADN Digital Network Channel Interface (Charge will be applied to HICAP bill)	MQO	No Charge	\$40.00	Requires circuit re Circuit non-recurr for 1 subscriber ac applies.
Inter LATA Service		See Data Services Extended Dedicated Services Rider C.	See Data Services Extended Dedicated Services Rider C.	See Data Services Dedicated Service
pedite Option		\$400.00	No Charge	No Charge
			•	

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Feature Name	USOC(s)	Unit Non -Recurring	Unit Recurring	Change Charges
HiCap	ZEH++	No Charge	No Charge	No Charge
Subscriber Access Line	TMECS	\$899.00 1st termination per order.	\$86.00	Change within sa see Building Wire
		\$691.00 each additional termination per order		Non-recurring ap change to new ad
Subscriber Access Line - MCI termination	TMEPS	\$411.00	\$50.00	Change within sa see Building Win
				Non-recurring ap change to new ad
∴d Mileage	1L5XX	No Charge	\$55.00	No Charge
Variable Mileage	1L5XX	No Charge	\$5.00	No Charge
				9/9/20

Customer Network Reconfiguration	DFOCO	No Charge	\$15.60	Requires circuit re Circuit non-recurr for 1 subscriber ac applies.
Customer Network Reconfiguration Port Access	DFOPP DFODP	\$409.00	\$8.40	No Charge
B8ZS	B8ZS	No Charge	No Charge	Requires circuit re Circuit non-recurr applies.
Extended Super Frame	ESF	No Charge	No Charge	Requires circuit re Circuit non-recurr applies.
ADN Digital Network Channel Multiplexing Arrangement	MQO	No Charge	\$40.00	Requires circuit re Circuit non-recurr for 1 subscriber ac applies
Inter Lata Service		See Data Services Extended Dedicated Services Rider C.	See Data Services Extended Dedicated Services Rider C.	See Data Services Dedicated Service
Expedite Option		\$400.00	No Charge	No Charge
Fast Restoration		\$1,588.00	\$170.00	No Charge

IS3:

Feature Name	USOC(s)	Unit Non -Recurring	Unit Recurring	Change Charges
High Capacity DS3	ZEH++	No Charge	No Charge	No Charge
Subscriber Access Line with equipment	Z35AC	\$990.00	\$1,250.0O	Change within sar see Building Wire Non-recurring app change to new add
Scriber Access Line MCI Connection with equipment	Z35AP	\$550.00	\$1,250.00	Change within sai see Building Wire

rvice Identifier: Dedicated Services				Page 7 of 12
	l, ,			Non-recurring app change to new add
F' \d Mileage	1L5XX	No Charge	\$385.00	No Charge
Variable Mileage	1L5XX	No Charge	\$35.00	No Charge
Central Office Multiplexing	MQ3	\$400.00	\$400.00	Requires circuit re Circuit non-recurr for 1 subscriber ac applies
Customer Network Reconfiguration	RFND3	\$140.00	No Charge	No Charge
Customer Network Reconfiguration - Hub to Hub	CNND3	\$150.00	No Charge	No Charge
Customer Network Reconfiguration Port Access	DFOPP DFODP	\$409.00	\$8.40	No Charge
Central Office Multiplexing with Reconfiguration	MQ4	\$400.00	\$400.00	Requires circuit re Circuit non-recurr for 1 subscriber ac applies
Inter LATA Service		See Data Services Extended Dedicated Services Rider C.	See Data Services Extended Dedicated Services Rider C.	See Data Services Dedicated Service

OCX:

Feature Name	re Name USOC(s) Unit Non -Recurring		Unit Recurring	Change Cha	
SONET Service		See SONET Services Rider C.	See SONET Services Rider C.	See SONET Rider C.	

Figabit Ethernet Metropolitan Area Network (GigaMAN)

NOTE:

ridual Case Basis (ICB) pricing option is available for this Service.

See Contract Language - Appendix A, Rider A - Special Provisions - Section 21.

rvice Identifier: Dedicated Services

gaMAN is available where facilities and or operating conditions permit. Both in p and Inter-Office (IOF) fiber ailability must be checked, and facilities verified at both ends of the circuit. If the facility check results in a special nstruction charge, that charge must be paid in addition to the Rider C rates.

1AN Service and Features:

Feature Name	USOC(s)	Unit Non - Recurring	Unit Recurring	Change Charge
GigaMAN Class of Service	ZEHG+	No Charge	No Charge	No Charge
GigaMAN Class of Service	ZEHGM	No Charge	No Charge	No Charge
Intraexchange/Intradistrict				
GigaMAN Class of Service	ZEHGR	No Charge	No Charge	No Charge
Intraexchange/Interdistrict				
GigaMAN Class of Service	ZEHGT	No Charge	No Charge	No Charge
Interexhange				
Special Access Channel Termination - 3 Year Term	LNVX3	\$1,350.00	\$2,615.00	No Charge
-Span Repeater –		No Charge	\$585.00	No Charge
3 Year Term				
Administration Charge	NRBAO	\$46.00	No Charge	No Charge
(One per Order)				
Fixed Mileage 3 Year Term Per Order	1L5X3	No Charge	\$180.00	No Charge
Mileage - 3 Year Term Per Mile	1L5X3	No Charge	\$90.00	No Charge

Multi-service Optical Network (MON) Service

NOTE:

Individual Case Basis (ICB) pricing option is available for this Service.

See Contract Language - Appendix A, Rider A - Special Provisions - Section 21.

MCN Service can only be provided where existing facilities and equipment and/or operating conditions permit. Where les, equipment and/or operating conditions are not available, Special Construction charges shall apply.

Feature Name	USOC(s)	Unit Non -	Unit	
reature Name			J	ļ

			Recurring	Recurring
				<u> </u>
ON Transport System				1
.nnel Termination / Local istribution Channel (LDC) — ninimum 4 LDCs required per MON standard arrangement (2 per oute	3 Year Term	1RSFW	N/A	\$5,570.00
Customer Prem Node – first shelf ncluded (minimum 2 Nodes equired	3 Year Term	F2ND1	N/A	\$4,275.00
Customer Prem Node – per ubsequent shelf	3 Year Term	F2NDS	N/A	\$3,135.00
Channel Mileage or Interoffice	3 Year - Fixed	1L5XX/	N/A	\$712.50
Transport – per interoffice mile		1L5X3	i.	
	3 Year - Variable	1L5XX/	N/A	\$475.00
		1L5X3		
Central Office Optical Amplifier –	3 Year Term	67QXX	N/A	\$6,412.50
unual, per location				
Central Office Optical Amplifier –	3 Year Term	67QSX	N/A	\$4,275.00
subsequent, per location				
Central Office Regenerator –	3 Year Term	V8RXX	N/A	\$4,987.50
per regenerator		_		
MON Channels – per Port				
ESCON TM - unprotected	3 Year Term	POYHW	N/A	\$47.50
ESCON TM - protected	3 Year Term	POYHP	N/A	\$47.50
ETR TM - unprotected	3 Year Term	POYKW	N/A	\$513.00
ETR TM - protected	3 Year Term	РОҮКР	N/A	\$769.50
FICON TM - unprotected	3 Year Term	POYMW	N/A	\$513.00
FICON TM - protected	3 Year Term	POYMP	N/A	\$769.50

vice Identifier: Dedicated Services				Page 10 of	
SC TM - unprotected	5 Year Term	POYJW	N/A	\$855.00	
SCTM - protected	3 Year Term	РОУЈР	N/A	\$1,282.50	
ore Channel - unprotected	3 Year Term	POYNW	N/A	\$513.00	
Fibre Channel - protected	3 Year Term	POYNP	AIN	\$769.50	
DDI - unprotected	3 Year Term	POYDW	N/A	\$47.50	
DDI - protected	3 Year Term	POYDP	N/A	\$47.50	
ast Ethernet - unprotected	3 Year Term	POYCW	N/A	\$47.50	
ast Ethernet - protected	3 Year Term	POYCP	N/A	\$47.50	
Gigabit Ethernet - unprotected	3 Year Term	POYLW	N/A	\$513.00	
Gigabit Ethernet - protected	3 Year Term	POYLP	N/A	\$769.50	
D1 Video - unprotected	3 Year Term	POYVW	N/A	\$47.50	
D1 Video - protected	3 Year Term	POYVP	N/A	\$47.50	
SONET OC-3/OC-3c - unprotected	3 Year Term	POYEW	N/A	\$47.50	
√ET OC-3/OC-3c —	3 Year Term	POYEP	N/A	\$47.50	
protected					
SONET OC-12/OC-12c - unprotected	3 Year Term	POYFW	N/A	\$475.00	
SONET OC-12/OC-12c - protected	3 Year Term	POYFP	N/A	\$760.00	
SONET OC-48 –	3 Year Term	POYGW	N/A	\$760.00	
unprotected					
SONET OC-48 –	3 Year Term	POYGP	N/A	\$1,140.00	
protected					
SONET Flexible Speed –	NET Flexible Speed – 3 Year Term		N/A	\$950.00	
unprotected					
SONET Flexible Speed –	3 Year Term	POWBP	N/A	\$1,368.00	
F. Jiected					
Subrate System –	3 Year Term	POYSW	N/A	\$760.00	

rvice Identifier: Dedicated Services	_		_	Page 11 of
inprotected channel				
Subrate System –	3 Year Term	POYSP	N/A	\$1,235.00
cected channel				
Optional Features				
Channel Termination/Local Distribut	ion Channel	CPARD	N/A	\$144.00
Route Diversity - per quarter mile				
Channel Mileage or Interoffice	3 Year - Fixed	1L5XX/	N/A	\$712.50
Transport – per interoffice mile		1L5X3		
	3 Year - Variable	1L5XX/	N/A	\$475.00
		1L5X3		
Total Route Diversity – consist of both:	e rates as the Opt	ional Feature Diversi	ity Charges Above	
 Channel Termination/Local Distribution Channel Route Diversity and 				
· Interoffice Facility Route Diversity Channel Mileage				
Non-Recurring Charges				
Administrative Charge – per custome	er order	ORMCX	\$125.00	N/A
Design and Central Office Connection Charge –		NRMCK/	\$600.00	N/A
per customer location		NRBCL		
Customer Connection Charge – service establishment, per customer premises node		NRBBL	\$2,250.00	N/A
Customer Connection Charge – subs	Customer Connection Charge – subsequent visit,		\$1,000.00	N/A
Per customer premises node				

Late payment charge as set forth in Rider A, Section 4, applies to this service.

Taxes and Surcharges

The following taxes and/or surcharges currently apply. See Taxes and Surcharges section in this binder for specific detai

CA Relay Service and Communication Devices Fund

mendment No. 16

Revised:

Page 12 of 1



Servicing All Your Voice and Data Needs

AGREEMENT TO PROVIDE SERVICES

This Agreement to provide maintenance and equipment ("Agreement") is made effective this day of February 16, 2005 by and between Scottel Voice & Data Inc, a California Corporation ("Seller") located at 11261 Washington Boulevard, Culver City, CA 90230 and El Monte City School District ("Buyer") located 3540 North Lexington Avenue El Monte, CA 91731-2684

Seffer desires to sell to Buyer, and Buyer desires to purchase from Seffer, certain tangible personal property and services.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree to as follows:

1. Sale

Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase the following tangible personal property and services upon the approval of ERATE Year 8 Funding: (See Schedule A). Upon such approval, final contracts will be signed.

2. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Seller:

Scottel Voice & Data, Inc. 11261 Washington Blvd., Culver City. CA 90236

If to Buyer:

El Monte City School District 3540 North Lexington Avenue El Monte, CA 91731-2684

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives hereunto duly executed.

Monte City School District	Scottel Voice & Data Inc.
Monte City School District	Scottel Voice & Data Inc.
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Monte City School District	Scottel Voice & Data Inc.
Monte City School District	School District

Director of Excuser of
Title

2/16/05

E-RATE CONTRACT EL MONTE CITY SCHOOL DISTRICT

This Contract, entered into on February 16th, 2005, is hereby entered into between the El Monte City School District, hereinafter referred to as the "DISTRICT" and image Time, Inc. dba ITI ("CONTRACTOR") located at 314 West Arrow Highway, San Dimas, California, 91773.

Contingent upon receipt of full E-Rate funding, CONTRACTOR will provide the labor, materials, and related drawings and specifications for all work described in the Bid Documents described in any Form 471 that the DISTRICT files pursuant to Form 470, Application Number 404820000509872. The CONTRACTOR agrees to perform all of its obligations under this contract in a timely manner and in compliance with the standard warranty and all applicable laws.

In exchange for the performance of the WORK, the DISTRICT agrees to pay CONTRACTOR the amount stated on the Bid Form, less the amount CONTRACTOR receives from the SLD. The CONTRACTOR agrees that the DISTRICT may, in its sole discretion, reduce the scope of, or abandon any of the WORK, but only to the extent that the DISTRICT (1) does not receive local matching funds; or (2) rejects, in whole or in part, E-Rate funds; or (3) receives less E-Rate funding than applied for under Form 470 Application Number 404820000509872. The DISTRICT must make all payments required under this Contract within forty-five (45) days of the completion of the WORK. The DISTRICT may not substitute any equipment or other items listed in the WORK without CONTRACTOR'S written approval.

This Contract will expire on June 30, 2006, unless earlier terminated as follows; (a) 5 days after either party provides written notice to the other party that the notified party falled to sure a breach of this Contract within 30 days after receipt of written notice of the breach; or (b) immediately by either party if DISTRICT does not receive any E-Rate funding or, alternatively sufficient local matching funds. This Contract constitutes the entire understanding and agreement between the parties and it supersedes any prior or contemporaneous agreements, representations, or promises by either party. This Contract can only be modified by a written agreement signed by both parties. If any term or condition of this Contract is held invalid or unenforceable, the remainder of the Contract will remain in full force and effect.

ACCEPTANCE: The prices, specifications, terms, and conditions in this Contract are satisfactory and are hereby accepted. CONTRACTOR is authorized to do the WORK as specified. The DISTRICT agrees to pay as required above. It is understood and agreed that this is WORK not provided for in any other agreement and no contractual rights arise until this Contract is executed by both parties. The signatory for the DISTRICT represents and warrants that it is authorized to bind the DISTRICT to this Contract and to execute it on the DISTRICT'S behalf.

DISTRICT	CONTRACTOR	
ELMONTOCITY SETTOOL DISTRICT	Image Time, Inc. db	alTl
Signature Kagu	Signature	Tarout
Kristina Wafsson	Taroub	Alsaleh
Print Name	Print Name	
	CEO	
Title	Title	

February 17, 2005

Mr. Russ Reshaw
Spectrum Communications Cabling Services, Inc.
226 N Lincoln Ave
Corona, CA 92882

Re:

LETTER OF AGREEMENT

EMCSD No. A0501 2005-06 E-Rate

Dear Mr. Reshaw:

This letter will confirm our decision to purchase Cisco Yearly Maintenance in the amount of EIGHT THOUSAND ONE HUNDRED FORTY DOLLARS(\$8,140) from your company during the next E-rate funding year (07/01/2005 to 06/30/2006) as specified in the attached specifications and price quotation.

The procurement of these product(s)/service(s) will be dependent upon the following conditions:

1. Final approval of next year's fiscal budget;

2. Contract confirmation by next year's school board;

3. Award of associated E-rate funding.

El Monte City School District reserves the right, at their sole discretion, to cancel at any time, for any reason before service actually begins.

To accept these terms and conditions, please sign below and return by fax to (626) 442-0465. Please mail a hard copy via US Mail to the El Monte City School District Office.

El Monte City School District 3540 N. Lexington Avenue El Monte, CA 91731

We will be unable to complete our E-Rate application process without full execution of this document by both parties.

We look forward to working with Spectrum Communications Cabling Services, Inc. on this project.

El Monte City School Distric

Spectrum Communications Cabling

Services, Inc. Russ Reshaw

Vice President

Attachments:

Print Name:

Title:



(949) 586-2200 Fax (949) 586-0098 20532 El Toro Rd. Suite 107 Mission Viejo, CA 92692

Mr. Lawrence Tang
El Monte Unified School District
3540 N. Lexington Ave
El Monte, CA 91731

Dear Mr. Tang,

Workgroup Solutions will provide the following item selected for the El Monte City School District year 8 e-rate project. This is for bid number A0501.

Item Selected

Price/Each

Qty Total

Cisco 1000BASE-SX GBIC MM (WS-G5484=)

an Murologa

\$225.00

114 \$25,650.00

The total includes sales tax and shipping costs and will be allocated per school based on e-rate year 8 funding.

WorkGroup Solutions SPIN #143007880

Regards,

Danman r

President



2800 28th Street Ste. 304, Santa Monica, California 90405, T-877-568-1099 F-310-396-5405 www.anetsystems.com January 30, 2005

El Monte City School District Entity # 143585 Attention: Lawrence Tang/ Rebecca Vallejo 3540 Lexington Ave El Monte, CA. 90731

Dear Lawrence and Rebecca,

Re: Year 8 E-Rate Bid # A0501

Advanced Network Systems SPIN #143027321 (ANS) is pleased to enclose a response to your published requirements for the E-Rate 470 filed on the SLD web site

ANS have directly addressed those network components listed in your Request for Proposal published on January 12, 2005 pertaining to Network Equipment requirements and specified Server Maintenance items.

Advanced Network Systems, Inc. SPIN #143027321 is aware that this proposal is contingent upon E-Rate funding. If the applicant does not receive the total anticipated funding from the E-Rate program for this proposal, the school may choose to void all or part of this proposal.

ANS further agrees that upgrades of any service or product are allowed under this contract, upon agreement by El Monte City School District.

We look forward to working with El Monte City School District on this E-Rate project and developing a mutually beneficial ongoing relationship.

Yours sincerely,

Dean Wilcox Principal Advanced Network Systems, Inc. Spin # 143027321 FCC Registration # 0012142766







NETWORK TECHNICIAN SERVICES AGREEMENT

Agreement No.: Elmonte02

BETWEEN:

Advanced Network Systems, Inc 2800 28th St, Suite 304 Santa Monica, CA 90405

AND El Monte City Elem School Dist 3540 LEXINGTON AVE El Monte, California 91731

("ANS")

("Customer")

Advanced Network Systems, Inc. SPIN #143027321 is aware that this proposal is contingent upon E-Rate funding. If the applicant does not receive the total anticipated funding from the E-Rate program for this proposal, the school may choose to void all or part of this proposal.

WHEREAS ANS offers an arrangement to its customers called Network Technician Services whereby ANS performs various Services upon its customers' computer systems and the charges for the applicable Services are deducted from a retainer ("Network Technician Fee") paid to ANS by its customers;

AND WHEREAS the Customer desires to subscribe for Services from ANS.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PROFESSIONAL SERVICES

- 1.1 The Customer subscribes for and ANS agrees to provide the Network Technician Services ("Services"), so long as the Customer has paid the Network Technician Fee and complies with the terms and conditions set forth in this Network Technician Services Agreement (this "Agreement").
- 1.2 Services may include, but are not limited to, hardware maintenance, network support, configuration services, technical consulting, repair quotation consulting and operating system support. The specific Services subscribed for by the Customer are set out in Schedule "A".
- 1.3 Unless otherwise mutually agreed, all Services shall be performed at the Customer's facilities. In order to ensure service availability, Customer agrees to advise ANS of any changes in location of Customer's facilities thirty (30) days prior to any such change.
- 1.4 ANS offers on-site services and telephone support availability to its customers twenty-four (24) hours, seven (7) days a week. The charges for Services to the Customer will be based upon whether Services are performed during ANS's standard hours ("Standard Support") or ANS's extended hours ("Extended Support"), as follows:
 - a) Standard Support includes Services performed from as Monday through Friday, 8:30 a.m. to 5:00 p.m. local time. During this period, the minimum charge for on-site service is one (1) hour, plus a one (1) hour minimum travel charge on each site visit unless otherwise agreed between the parties. All telephone support is billed in fifteen (15) minute increments.

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(b) Extended Support includes Services performed during any hours other than Monday through Friday, 8:30 a.m. to 5:00 p.m. local time. For Extended Support, the minimum charge for on-site service is one (1) hour, plus a one (1) hour minimum travel charge on each site visit unless otherwise agreed between the parties. All telephone support is billed in thirty (30) minute increments.

2. TERM

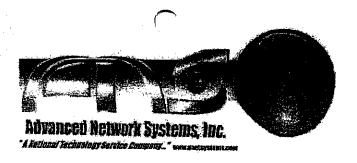
2.1 The initial term of this Agreement ("Initial Term") shall commence on the date set out in Schedule "A" and shall continue until the Expiry Date as set out in Schedule "A". Thereafter, this Agreement shall automatically renew for successive one-year periods unless terminated by either party upon notice in writing ninety (90) days prior to the expiry of the Initial Term or the anniversary date of any renewal thereof or unless terminated earlier in accordance with the terms of this Agreement ("Term").

3. SERVICES FEE AND PAYMENT

- 3.1 Upon execution of this Agreement, Customer shall pay to ANS the Network Technician Fee set out in Schedule "A". As ANS performs the Services, ANS shall invoice the Customer for such as Services are performed or at regular intervals if so designated in Schedule "A". ANS shall deduct such charges together with taxes and out-of-pocket expenses from the Network Technician Fee. When the Network Technician Fee is reduced by two-thirds, ANS shall advise the Customer in writing and the Customer shall pay to ANS the amount required to raise the Network Technician Fee back to the level set out in Schedule "A".
- 3.2 Set out in Schedule "A" is the rates to be charged to the Customer for the Services. Customer agrees that charges for any products or parts required by the Customer and provided by ANS shall be invoiced to Customer and deducted from the Network Technician Fee.
- 3.3 Unless otherwise agreed between the parties, there shall be deducted from the Network Technician Fee charges for all reasonable travel costs, living expenses and all other out of pocket expenses (including long distance telephone and courier) incurred by ANS or its subcontractors, in providing the Services.
- 3.4 ANS shall have the right, once annually, to increase said charges upon ninety (90) days written notice to the Customer. Overdue amounts shall bear interest at the rate of twelve (12%) percent per annum, calculated and payable monthly, not in advance, with interest on overdue interest at the same rate upon the amount until paid.

4 CUSTOMER RESPONSIBILITIES

- 4.1 The Customer acknowledges and agrees that it is responsible to provide:
 - (a) A suitable working environment in which ANS personnel may perform the Services;
 - (b) Any items which are unique to the Customer, such as Customer written software or specific hardware;



(c) One person designated on behalf of the Customer as a main contact person for ANS.

5. INDEPENDENT CONTRACTOR

5.1 Customer and ANS acknowledge and agree that the parties herein are independent contractors and shall not be considered or deemed to be agents, employees, joint venture's, or partners of the other. Neither party shall have the authority to contract for or bind the other party in any manner and shall not represent itself as an agent of the other.

6. WARRANTY

6.1 ANS warrants that for a period of thirty (30) days following a Service visit, ANS will, at no additional cost for labor, replace defective parts used to perform the Services. This warranty does not apply to consumable parts and the product manufacturer defines such items.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SERVICES PROVIDED TO THE CUSTOMER.

7. LIMITATION OF LIABILITY

- 7.1 ANS AND THE CUSTOMER AGREE THAT FOR ANY BREACH OR DEFAULT BY ANS IN CONNECTION WITH THIS AGREEMENT, EVEN FOR A BREACH OF CONDITION OR FUNDAMENTAL TERM OR FOR A FUNDAMENTAL BREACH OR BREACHES, THE CUSTOMER'S EXCLUSIVE REMEDY SHALL BE PAYMENT BY ANS OF THE CUSTOMER'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO THE NETWORK TECHNICIAN FEE SET OUT IN SCHEDULE 'A' AND PAID BY THE CUSTOMER TO ANS UNDER THIS AGREEMENT.
- 7.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA OR LOSS OF INFORMATION OF ANY KIND, HOWEVER CAUSED, WHETHER CLAIMED UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THESE DAMAGES.

8. TERMINATION

- 8.1 ANS may terminate this Agreement:
 - (i) Immediately if Customer becomes insolvent, enters or is placed into receivership or if Customer is petitioned into bankruptcy or makes a proposal under or becomes subject to any bankruptcy or insolvency legislation for the benefit of its creditors, or is wound up or ceases to carry on business.
 - (ii) If the Customer breaches this Agreement, including failure to pay any amounts owing to ANS when due and Customer has not cured said breach within thirty (30) days of receipt of written notice from ANS of such failure.

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- 8.2 Customer shall have the right to terminate this Agreement by way of written notice ninety (90) days prior to the expiry of the Term or any anniversary date of this Agreement.
- 8.3 Upon termination of this Agreement, ANS shall deduct from the Network Technician Fee all monies owing to ANS by the Customer as if the full amount of service had been performed and ANS will not be obligated to remit to the Customer any unused Network Technician Fee. If the Network Technician Fee is insufficient to pay ANS all monies outstanding to ANS, the Customer shall immediately pay to ANS any monies owing for charges under this Agreement, together with interest and attorney fees where applicable. Termination by ANS of this Agreement shall not prevent ANS from pursuing any remedies available to ANS, in law or in equity, against the Customer.

9. NOTICES

9.1 All notices and other communications required or permitted under this Agreement will be in writing and deemed delivered: if delivered personally or by courier, when delivered; if sent by registered or certified mail, when indicated on return receipt; if transmitted by facsimile, when confirmation of transmission.

10. NON-SOLICITATION OF EMPLOYEES

10.1 Without ANS's prior written consent, during the Term of this Agreement and for a period of one (1) year following the expiration or termination of this Agreement, however caused, Customer shall not, nor shall it permit any of its subsidiaries or affiliates to, hire, either directly or indirectly, any person who has been an employee of ANS at any time during the twelve (12) month period immediately preceding such anticipated hire date. Customer further acknowledges that if Customer, or its subsidiaries or affiliates, breach this Section, Customer agrees to pay to ANS, as liquidated damages, an amount equal to two (2) times the yearly compensation earned by said person as of the date of breach or as of such person's termination of employment with ANS. This clause shall survive termination of this Agreement for a period of one (1) year.

11. GENERAL

- 11.1 The headings in this Agreement have been inserted for convenience only and are not to affect the interpretation of this Agreement.
- 11.2 Failure by either party to enforce any term of this Agreement shall not be deemed a waiver of enforcement of that term or any other term. If any provision of this Agreement is held invalid under any applicable statute or rule of law, such invalidity shall not affect other provision of this Agreement, which can be given effect without the invalid provisions, and to this end the invalid provision(s) of this Agreement is declared to be severable. Notwithstanding the above, such invalid provision shall be construed, to the extent possible, in accordance with the original intent of ANS and the Customer.
- 11.3 The prevailing party shall be entitled to recover its court costs, reasonable legal fees and other associated expenses incurred in any action or proceeding to enforce this Agreement.
- 11.4 Neither party shall be responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control.

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2899-2891 Sinect, Str. 304, Santa Monica, CA 98405 T-877-568-1899 P-318-396-5405 www.nickywiczes.com

Quotation

Quote: 19758

Date: 01/19/2005

Customer: Lawrence Tang

El Monte City School District

3540 Lexington Ave. El Monte CA 91731-2684

Wk 626-453-3739

Sales Rep:

Derek Archibald

310-396-5099 x 201

	Part Number	Description		Qty	Price	Extended
1)	***	Services bid #5				
	LABOR	Tech support for Hardware installation Tech support for Servers		156 594	75.00 75.00	11,700:00 44,550.00
?)		Services suport on Bid #7 p	Subtotal	1	56,250.00	56,250.00
		DHCP. DNS and MAIL Server upport	Subtotal	75 1	70.00 5,250.00	5,250.00 5,250:00
				Labor Subtotal		44,550.00 16,950.00
	ilg.	•		TOTAL		\$61,500.00



- This Agreement will be governed by and construed in accordance with the laws of the State of California and the Customer hereby attorns to the exclusive jurisdiction of the courts of the State of California.
- 11.6 This Agreement may not be assigned or transferred by the Customer without the written authorization of ANS.
- 11.7 The parties each acknowledge that the person executing this Agreement on behalf of each party has the authority to bind the respective party.
- 11.8 This Agreement shall enure to the benefit of and be binding upon ANS and the Customer and their respective successors and permitted assigns.
- 11.9 This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or written. An instrument in writing signed by both parties may only modify this Agreement.

This Agreement is not valid until accepted by Advanced Network Systems Inc.

ACCEPTED BY:	ACCEPTED BY:
Advanced Network Systems Inc	EL MONTE CITY ELEM SCHOOL DIST
Ву:	By: Reben Valley
Name: Dean Wilcox	Name: Rebecca Vallejo
Title: Principal	Title: <u>Director of Finance/Information Technology</u>
Date:	Date: 2/17/05



SCHEDULE "A"

NETWORK TECHNICIAN FEE:

\$61500.00

COMMENCEMENT DATE:

July 1, 2005

June 30, 2006

SERVICES (description)

Remote Server O/S support

Remote Network Support Services

CHARGES

Standard Support: (check applicable box)

10-19 hours of Support Services \$140.00 per hour plus travel time, round trip, if on site support is required (8-5 / Monday - Friday only) with minimum two (2) hour charge.

20 - 49 hours of Support Services \$2,500.00 - \$6,125.00 (\$125.00 / hr)

50- 99 hours block of Support Services \$5,500.00 - \$10,890.00 (\$110.00 / hr)

100+ hours block of Support Services \$10,000.00+ (\$100.00 / hr)

☑ E-Rate Education Support Services \$61,500.00 + (\$75.00 / hr)

Remote Operating System Priority Telephone Support provided on an hourly basis as specified in section 1.4.a. No hourly carry-overs for unused service from the previous year. (\$100.00 / hr)

Extended Support:

Overtime Charges:

Time and a half of regular hourly rate

Travel Charges: (Zone distance is from ANS Service Center to Equipment Site)

Zone 1:0 to 50 miles

(as per standard support charges)

Zone 2: 51 to 100 miles

(as per standard support charges)

Zone 3: 100 miles or greater

All carrier charges, lodging and expenses.

Miscellaneous:

Loaners:

Billable

All Calls for Network Technician must be made to (310) 396-5099

NOTICES

ANS

Advanced Network Systems, Inc.

2800 28th Street.

Suite 304

Santa Monica, CA 90301

ATTENTION: Dean Wilcox,

Principal

Phone: (310)-396-5099

Fax: (310)-396-5405

Email: deanw@anetsystems.com

CUSTOMER

El Monte City Elem School Dist

3540 LEXINGTON AVE

El Monte, California 91731

ATTENTION: Lawrence Tang

Network IS/Administrator

Phone: 626-453-3739

Fax: 626-442-0465

Email: ltang@emcsd.org

2800 28th Street., Suite 304, Santa Monica, CA 90405 Tel (310) 396-5099; Fax (310) 396-5405